



INGV
terremoti
vulcani
ambiente

Direzione centrale
Affari amministrativi
e del Personale

ISTITUTO NAZIONALE
DI GEOFISICA E VULCANOLOGIA

Istituto Nazionale di Geofisica

e Vulcanologia

AOO INGV

Protocollo Generale - U

N 0013158

del 09/10/2017



Gestione WEB

Ai Direttori di Struttura

Ai Direttori di Sezione

Al Responsabile Centro Servizi – Ufficio per il

Coordinamento delle Attività a Supporto della Ricerca

Al Direttore della Ragioneria e Bilancio

Alla Dott.ssa Francesca Romana CINTI

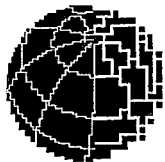
Alla Segreteria della Presidenza

Oggetto: Pubblicità atti

Si notifica in copia l'allegata Delibera n. 434/2017 del 15/09/2017 – Allegato L al Verbale n. 09/2017 concernente: Rinnovo accordo di collaborazione scientifica tra l'Institut de Radioprotection et de Surete Nucleaire (IRSN), Fontenay-aux-Roses, France e l'Istituto Nazionale di Geofisica e Vulcanologia.

IL DIRETTORE
Tullio PEPE





Istituto Nazionale di Geofisica e Vulcanologia

Delibera n. 434/2017

Allegato L al Verbale n. 09/2017

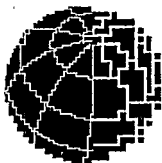
Oggetto: Rinnovo accordo di collaborazione scientifica tra l'Institut de Radioprotection et de Surete Nucleaire (IRSN), Fontenay-aux-Roses, France e l'Istituto Nazionale di Geofisica e Vulcanologia.

IL CONSIGLIO DI AMMINISTRAZIONE

- **VISTO** il Decreto legislativo 29 settembre 1999, n. 381, concernente la costituzione dell'Istituto Nazionale di Geofisica e Vulcanologia (INGV);
- **VISTA** la Legge 27 settembre 2007, n. 165, concernente la "Delega al Governo in materia di riordino degli Enti di Ricerca";
- **VISTO** il Decreto legislativo 31 dicembre 2009, n. 213, concernente il "Riordino degli Enti di Ricerca in attuazione dell'art. 1 della Legge 27 settembre 2007, n. 165";
- **VISTO** il Decreto legislativo 25 Novembre 2016, n. 218, recante *"Semplificazione delle attività degli Enti Pubblici di Ricerca ai sensi dell'art. 13 della Legge n. 124/2015"*;
- **VISTO** lo Statuto dell'Istituto Nazionale di Geofisica e Vulcanologia approvato con delibera del Consiglio di Amministrazione, in data 11 novembre 2010 - pubblicato sulla Gazzetta Ufficiale della Repubblica Italiana - Serie Generale n. 90 del 19 aprile 2011, in particolare, l'art. 6, comma 8, lettera s), il quale prevede che il CdA *...approva le convenzioni e gli accordi quadro con le Università e con gli altri enti e organismi pubblici e privati, nazionali e internazionali*;
- **VISTO** il Regolamento di organizzazione e funzionamento dell'Istituto Nazionale di Geofisica e Vulcanologia emanato con Decreto del Presidente n. 503 del 14/10/2016 e pubblicato sul sito istituzionale;
- **VISTO** il Regolamento di Amministrazione, Contabilità e Finanza pubblicato sulla Gazzetta Ufficiale della Repubblica Italiana - Serie Generale n. 113 del 18 maggio 2009;
- **VALUTATA** l'opportunità di rinnovare l'accordo di collaborazione scientifica in essere con l'Institut de Radioprotection et de Surete Nucleaire (IRSN);
- **CONSIDERATO CHE** l'attività da espletare rientra tra i compiti scientifici e istituzionali dell'INGV;
- **TENUTO CONTO** dei pareri scientifici prodotti dai competenti Direttori di Struttura e di Sezione dell'INGV,

DELIBERA

L'approvazione dello schema di Accordo di collaborazione scientifica tra l'Institut de Radioprotection et de Surete Nucleaire (IRSN) e l'Istituto Nazionale di Geofisica e Vulcanologia, allegato alla presente quale parte integrante e sostanziale (allegato 1).



Istituto Nazionale di Geofisica e Vulcanologia

Viene dato mandato al Presidente alla sottoscrizione definitiva dell'atto in questione.

Letto, approvato e sottoscritto seduta stante.

Roma, 15/09/2017

La segretaria verbalizzante
(Sig.ra Silvana TUCCI)

Silvana Tucci

IL PRESIDENTE
(Prof. Carlo DOGLIONI)

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COOPERATION AGREEMENT
BETWEEN IRSN AND INGV
IN THE FIELD OF SEISMOLOGY and EARTHQUAKE
GEOLOGY

BETWEEN
N

INSTITUT DE RADIOPROTECTION ET DE SURETE NUCLEAIRE, a public establishment, whose registered office is at 31 avenue de la Division Leclerc, 92260 Fontenay-aux-Roses, France, and identified under RCS Nanterre n° 440 546 018

REPRESENTED BY Mr. Jean-Christophe Niel, Director General of IRSN

HEREAFTER REFERRED TO
AS "IRSN",

ON THE ONE HAND,

AND

ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA, public establishment, whose registered office is at Via di Vigna Murata 605, 00143 Roma, Italy and identified with CF n. 06838821004

REPRESENTED BY Prof. Carlo Doglioni, President of INGV

HEREAFTER REFERRED TO AS "INGV"

ON THE OTHER HAND

HEREAFTER REFERRED TO INDIVIDUALLY AS "THE PARTY" AND
COLLECTIVELY AS "THE PARTIES"

WHEREAS:

1. IRSN was created by Decree n° 2002-254 of February 22nd 2002, formed as of this date, by the merger of Institute for Protection and Nuclear Safety (IPSN), previously Institute pertaining to French Atomic Energy Commission (CEA), and the Office for Protection against Ionizing Radiation (OPRI).

2. IRSN conducts theoretical and experimental studies as well as expertise in the fields of nuclear safety and the protection of the persons and the environment.
3. INGV was created in 1999 by merging a number of pre-existing research institutions in seismology, volcanology and general geophysical disciplines. INGV integrates and emphasizes the goals, the intellectual resources and the infrastructures of former Istituto Nazionale di Geofisica (ING), founded by Guglielmo Marconi in 1936, of the Osservatorio Vesuviano, the former Istituto Internazionale di Vulcanologia founded in 1969, the former Istituto per la Ricerca sul Rischio Sismico (IRRS, Milan) and Istituto per la Geochimica dei fluidi (IGF, Palermo) of Italy's National Research Council, respectively devoted to seismic risk mitigation and to the investigation of fluids in volcanics and tectonically active areas.
4. INGV conducts theoretical and experimental studies as well as surveys investigations on earthquake mechanics, seismogenic processes and seismic hazard and on the structure and dynamics of the Earth's interior. INGV is also involved in the development of monitoring systems for earthquakes, volcanoes and environmental phenomena.
5. A Co-operation Agreement between IRSN and INGV in the field of Nuclear Reactor Safety, hereunder referred to as the "Former Agreement", has been signed on October 25th, 2004 and is now expired.
6. INGV and IRSN note that the co-operation until now in the areas covered under the Agreement and the amendment was satisfactory.
7. IRSN and INGV have expressed their mutual desire to go on with their cooperation.

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1- PURPOSE

The purpose of this agreement, which is hereafter referred to as "the Agreement", is to define the terms and conditions whereby IRSN and INGV will cooperate in the field of seismology and earthquake geology (hereinafter referred to as the "Domain").

The scientific and technical content of the cooperation in the field of under this Agreement is set out in the appendix 1.

ARTICLE 2- FORMS OF COOPERATION

This Agreement may include the following actions, which do not constitute an exhaustive list:

- 1- communication of general information
- 2- exchange of information in the Domain
- 3- short visits
- 4- exchange or secondment of staff
- 5- laboratory measurement sharing
- 6- exchange of materials (any material necessary to organize cooperation shall be exchanged subject to the conclusion of the appropriate contractual document)
- 7- joint studies and joint projects

ARTICLE 3- DETAIL OF IMPLEMENTATION

The execution of any joint study or joint project decided upon by the Parties shall be subject to a separate prior written agreement (hereinafter referred to as a "Specific Agreement" or "Specific Topic of Cooperation", ("STC") sheet. Unless otherwise provided in such agreement, the Specific Agreement or the STC sheet shall be subject to the principles of the present Agreement.

Each Specific Agreement – STC sheet shall define, among other things:

- The financial terms and conditions for this action if any (global amount, financing method, outside assistance, financial contributions from each Party...);
- the program of the works and the corresponding tasks;
- the obligations of each Party;
- the schedule.

ARTICLE 4- COORDINATION

To ensure that this cooperation is performed properly, each Party designates one Coordinator: Stéphane BAIZE for IRSN and Francesca R. Cinti for INGV.

The Coordinators shall notably be in charge of:

- leading and coordinating the activities under this Agreement;
- maintaining liaison with the counterpart;
- carrying out the general coordination of the cooperation under this Agreement;
- reviewing and updating when necessary the list of specific topic of cooperation;
- reviewing the global balance of the cooperation between the Parties;
- updating the list of collaborative actions;
- ensuring exchanges of general information to implement the Specific Agreements – STC sheet;
- negotiating the Specific Agreements– STC sheet as defined in article 3;
- ensuring that the Specific Agreements – STC sheet are performed properly.

The Coordinators shall meet in person or virtually (videoconference) at least once a year and as necessary, alternatively in France and in Italy. During the meetings, all activities covered by this Agreement shall be reviewed.

ARTICLE 5- FINANCIAL CONDITIONS

The cooperation set up under the present Agreement and each specific action performed under the present Agreement shall be based on a balanced contribution by the Parties, unless

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provided for in writing by the Parties. Each Party shall bear the costs for its own activities and neither Party shall charge the other for the costs incurred in the framework of this Agreement.

If special funding arrangement is necessary, it should be defined in the corresponding Specific Agreement – STC sheet referred to in article 2 above.

ARTICLE 6- SECONDMENT OF PERSONNEL

During the term of this Agreement, each Party may receive the other Party's employees in its premises.

- 6.1 Each Party ensures that personnel seconded for the activities to be carried out under this Agreement shall be qualified for such activities. The seconding Party shall notify the receiving Party of the names of such employees and shall provide the receiving Party with relevant information regarding such employees as required. The receiving Party may accept or reject any employee so proposed and may at any time revoke any acceptance previously given, with reasons for disqualification.

The employee shall continue to be employed by the seconding Party during its secondment and the employment relationship and conditions of employment between the assigned employee and the assigning Party shall not be affected by the secondment. The remuneration inclusive of all fringe benefits (e.g. social security contributions, accident insurance contributions) shall be paid by the assigning Party during the period of secondment.

During its secondment, expenses (including ~~telex~~, telephone, computer time, laboratory time) incurred by the employee of a Party for the fulfillment of its duties within the other Party's premises shall be borne by this receiving Party, except for expenses which are made at the seconding Party's request or for its sole benefit which shall be borne by itself and invoiced by the receiving Party to the seconding Party when necessary.

The receiving Party shall provide assistance to the employee of the seconding Party by placing at its disposal any office, supporting facilities and services which are necessary to fulfill its duties as agreed upon by the Parties.

- 6.2 Each Party shall be responsible for the application of the whole employment legislation and regulations for its employee, notably concerning the health and safety of personnel. Each Party shall take full measures to ensure that its employee complies with internal regulations of the other Party as well as with the obligations imposed on external companies by the compulsory safety measures for access to and moving around the sites. Articles 6 and 8 shall apply to each secondment.

ARTICLE 7- LIABILITY

- 7.1 Personal damage to the staff of each Party

Each Party takes charge of the insurance coverage of its own staff in accordance with the applicable legal requirements in the field of workmen's compensation and professional diseases. Consequently, each Party proceeds to the required formalities and sustains, if any,

all the costs associated with the insurances underwritten in order to cover its own staff against the risks.

Each of the Parties undertakes to inform the other Party of any incident or damage occurred in the course of any work by the staff of such other Party received by it in order to allow such other Party to proceed to the declarations required by law within the prescribed time.

Each Party shall be liable in compliance with the applicable law for damage caused by its staff to the staff of the other Party.

7.2 Damage to the other Party's properties

Each Party shall be liable, without any right of claim against the other Party for the damage caused to its property by the staff of the other Party resulting from or in the course of fulfillment of the present Agreement, except in cases of deliberate misconduct.

7.3 Third party liability

In accordance with the appropriate local regulations, each Party remains liable for damage to third parties caused by its own staff, except if this staff is under the management and/or the control of the other Party.

7.4 Liability for exchanged information

Confidential Information as defined below is supplied "as it is" without any warranty of any kind, either express or implied.

ARTICLE 8- CONFIDENTIALITY

8.1 The Parties agree that the provisions of this Agreement and all the information disclosed by the disclosing Party to the receiving Party under this Agreement shall be deemed confidential (hereinafter referred to as "Confidential Information") whatever the subject (technical, industrial, financial, commercial...), the nature (know-how, methods, processes, technical or installation details...), the form (written or printed documents, CD Rom, , samples, drawings...) and the mode of transmission (written, oral, computer, including networks and/or electronic mail).

8.2 The receiving Party undertakes to maintain the confidential nature of such Confidential Information and consequently:

- a. to protect and keep strictly confidential such Confidential Information and to treat it with the same degree of care and protection as it uses to treat its own Confidential Information of same importance;
- b. to disclose such Information internally only to those of its employees having a need to know such Confidential Information in order to perform this Agreement and after previously informing clearly said employees that the said information is strictly confidential;
- c. not to use the Confidential Information for other purposes than those specified in this Agreement, unless authorized by the disclosing Party;
- d. not to disclose such Information in any manner whatsoever either directly or indirectly to any third party, including subcontractors unless authorized by the disclosing Party, and providing that the third party beneficiary undertakes, by prior

written notice, to be bound by the same obligations of confidentiality as those of this Agreement;

- e. not to reproduce, nor copy, nor duplicate in any manner, in whole or in part, the Confidential Information supplied by the disclosing Party, unless authorized by the disclosing Party.

8.3 "Confidential Information" shall not include such information, which the receiving Party can prove that:

- a. was in the public domain prior to or after disclosure but through no fault of the receiving Party, or
- b. was already known to the receiving Party, as evidenced by the receiving Party's written records, or
- c. was lawfully received from third parties without fault of the receiving Party and without restriction or breach of this Agreement, or
- d. was published without breach of the provisions of this Agreement, or
- e. was used or disclosed with the written authorization of the disclosing Party, or
- f. was public according to applicable national legislation.

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- 8.4 Such confidentiality shall be maintained during a period of five (5) years following termination of this Agreement.
- 8.5 The present article shall not apply to information which is required to be disclosed by law or by valid order of any competent administrative authority or court of competent jurisdiction having the legal right to compel such disclosure.
- 8.6 Transmission by a Party of Confidential Information under this Agreement shall not be construed as expressly or impliedly granting the receiving Party any Intellectual Property right in respect of any elements in relation to such Confidential Information, nor as a disclosure under patent law.

ARTICLE 9- PUBLICATIONS AND COMMUNICATIONS

- 9.1 Publications or communication of the results of the joint actions will be made by mutual written agreement and must mention contribution of each Party.
Each party must reply to any proposal to communicate or publish made by the other Party, within a two months period. Reasons must be given for any refusal, notified by recorded delivery letter with acknowledgement of receipt. If such reasons are not given, approval will be considered to have been given after this date.
In any event, the refusal will only be effective for a two years period, from the date of the proposal, except if the information will be the subject of a legal protection (f. ex. under patent law), publication or communication which has a strategic industrial or commercial importance for the activities of either Party. In these circumstances, the decision concerning the nature of the information and the period of confidentiality will be taken jointly by the Parties.
- 9.2 These considerations of confidentiality will not release the researchers from their obligation to produce their internal activity report. If the works done by these researchers have a confidential nature, the parties concerned will send their activity report to their respective managers, as a confidential report, at the request of one of the Parties.
In addition, articles 7 and 8.1. cannot prevent the defense of thesis. However, this defense will be organized in a way which ensures that certain results remain confidential, each time it is necessary.

ARTICLE 10- INTELLECTUAL PROPERTY

10.1 Results

Own Results

Each Party remains the owner of the results whether or not patentable, hereafter called "Own Results", within the Agreement which it held before it signed the Agreement or which it obtains outside the scope of this cooperation.

Each Party will be deemed to be the owner of the results of the works which it carries out under the Agreement and the specific agreements referred to in article 2 and will be entitled to file any patent application in all countries over the results which it considers to

be patentable in its name, and at its own costs, by previously informing the other Party of its intention to file the said application.

Common Results

If the works have been carried out by a mixed team, i.e. a team comprising employees from both Parties, and/or under conditions where it is impossible to determine whether the results come from the works of one Party alone independently of the other Party, the results of these works, hereafter called "Common Results", will be deemed to be owned by both Parties and the patent applications for Common Result which appear to be patentable will be filed in both Parties' names, at their shared costs in all countries where there is a mutual filing agreement, and in the name and at the costs of anyone of the Parties in any other country, subject to the other Party waiving its rights in the country concerned.

Each time that inventions are governed by the joint ownership of patents, the Parties will draw up the joint ownership regulations before the patents are used for industrial or commercial purposes.

- 10.2** Should one Party wish to assign its part of the joint ownership over one of the Common Results to a third party, the other Party will have a preemption right. The Assigning Party will be free to assign its rights to a third party under terms which cannot be more favorable than those which would have been given to the other Party waiving its preemption right within a period of three months from receiving notice of intention to assign by the Assigning Party.

The Assigning Party undertakes to inform the third party purchaser of the terms of this article 9 and to ensure that it adheres to the obligations without any modifications.

- 10.3** The industrial and intellectual property procedures indicated in 9.1 and 9.2 are for guidance only. The Parties can waive them by mutual agreement within the framework of specific agreements, notably in order to take account of financing by the Parties or to respect the contractual provisions for the services which third parties will notify them of.

ARTICLE 11- ACCESS RIGHTS

11.1 Results

Own Results

Each Party grants to the other Party a royalty free, personal, non-transferable and non-exclusive right to use its Own Results, within the scope of the Agreement which could be required for finalizing the actions which are the subject of this Agreement, and/or the Specific Agreements – STC sheet stipulated in article 2, subject to any prior commitments made by the granting Party to third parties. The use of the Own results for any other purpose shall require the owner Party prior and written consent and shall be subject to specific agreement including, if necessary, royalty fees and subject to third party rights.

Common Results

Each of the Parties has a free, non-transferable and non-exclusive utilization right over the Common Results in order to:

- execute the R&D works on its own behalf;

- use Common Results in their own installations or the installations which they operate.

In addition, each Party can use Common Results for evaluation or investigation of third parties requests, provided that these services are performed by the Parties free of charge or at the request of public authorities.

If one of the Parties directly uses Common Results for commercial purposes, the other Party shall be previously informed and a payment will be owed to the other Party. This remuneration and the terms of payment will be determined by mutual agreement and will be the subject of a written agreement between the Parties taking account of each Party's intellectual and financial contribution.

Utilization, manufacturing and marketing licenses for the Common Results can be jointly granted to third parties.

Licenses can be granted by one of the Parties alone, depending on the type of business involved and after agreement between the two Parties. The license agreements must be drafted on a case-by-case basis to protect the rights of the Parties under this Agreement, notably the right to remuneration stipulated above.

ARTICLE 12- INFRINGEMENT

The Parties will inform each other as quickly as possible of any case of infringement that comes to their attention.

In the event of an infringement by a third party, the Parties will consult with each other about any legal proceedings and the terms and conditions of such legal proceedings. It is agreed that the Parties are not under an obligation to any such legal proceedings. Any damages, which may be received involving such proceedings, will be distributed between the Parties in proportion to their respective joint ownerships of the item of the intellectual property right involved.

Should a third party institute proceedings, each Party will bear its own costs incurred for its defense.

If a court judgement is issued against both Parties, jointly and severally, all the costs, indemnities, damages and charges connected with the legal proceedings will be paid by each of the Parties in proportion to their percentages of joint ownership in the item of intellectual property right involved.

In all cases, the Parties undertake to supply each other with all documents and signatures required with respect to the legal proceedings mentioned above.

ARTICLE 13- PARTICIPATING ENTITIES

Subject to prior agreement of the Parties, a third party, involved in research and development for its own purpose in the field of radiation safety and regulatory matters concerning activities dealing with radioactive material in France and in Italy, could participate to the activities as subcontractor of a Party. A specific agreement will be concluded between the Parties and the third party in accordance with the provisions of the present Agreement, particularly relating to property and access rights of results.

ARTICLE 14- DURATION

This agreement shall be effective as of the date of the last signature and shall be in effect for a period of four (4) years. It can be renewed by written submission of a new agreement signed by the Parties.

ARTICLE 15- END AND TERMINATION OF THE AGREEMENT

15.1 This Agreement can be terminated at any time:

- either by mutual and written consent of the Parties;
- or at the request of one Party subject to written notification to the other Party, with at least six (6) month's notice before the termination date.

15.2 Should one Party fail to execute any of its obligations stipulated in this Agreement, the other Party may ipso jure terminate the Agreement after sending a recorded delivery letter of formal notice with acknowledgement of receipt which has remained ineffective for a period of sixty (60) days from its receipt. However, a termination account will be established for the damages suffered.

15.3 Upon the expiration or termination of the Agreement, the Parties must immediately return any Confidential Information received.
The programs in the process at the date of expiration or termination will be executed in full, in accordance with the provisions of the Agreement.

15.4 The provisions of articles 6, 7, 8, 9 and 10 will remain in force for five (5) years after the expiration or termination of this Agreement, for any reason whatsoever.

ARTICLE 16- MODIFICATION

Any modification or waiver of any of the provisions of this Agreement may only take effect after it has been agreed in writing, by an amendment duly signed by the Parties.

ARTICLE 17- ENTIRETY

The provisions of the Agreement and its appendices express the entire Agreement concluded between the Parties. They shall prevail over any proposal, exchange of letters prior to its signature, as well as any provisions appearing in the documents, which are exchanged between the Parties concerning the subject of the Agreement.

ARTICLE 18- INDIVISIBILITY

Should any of the provisions of this Agreement be void, it will not affect the other provisions. The Partners undertake to negotiate in good faith the modification of the affected provisions in order to obtain a result as close as possible to these provisions.

ARTICLE 19- DISPUTES

19.1 In case of dispute or difference between the Parties arising out or in connection with this Agreement, the Parties shall first endeavour to find an amicable settlement within a period of two months from the date of the acknowledgement of the dispute by a registered letter.

19.2 All disputes or differences arising in connection with the Agreement, which cannot be settled as provided for in the precedent paragraph shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator to be appointed in accordance with such Rules.

Arbitration will take place in the country and under the rules of the country where the defendant's headquarters is situated. It shall be conducted in English language. The decision will be final and binding upon the Parties concerned. The decision will not be published.

Signed in two original copies in English, at _____, on the _____

For the IRSN

For INGV

The Director General of IRSN

The President of INGV

Mr. Jean-Christophe Niel

Carlo DOGLIONI

APPENDIX 1 SCIENTIFIC AND TECHNICAL CONTENT